THE HON'BLE Ms. JUSTICE G. ROHINI

WRIT PETITION No.15497 OF 2006

ORAL ORDER:

The petitioner claims to be a Class-I contractor, who was awarded the work of improvements to Palivela-Pallipalem Road from km 0.000 to 6.995 km in East Godavari District, by the Engineer-in-Chief, R & B, NABARD, under the agreement dated 1.3.2004. It is not in dispute that the said contract was terminated by letter dated 27.1.2006, under Clause 60(a) of Preliminary Specifications to APSS. Even prior to that, the petitioner filed W.P.No.24474 of 2005, seeking a direction to the respondents to finalize the accounts by closing the contract pertaining to the agreement in question. Pending the writ petition, this Court directed the respondents not to forfeit the Earnest Money Deposit (EMD), and left it open to the respondents to get the work done through some other agency. Subsequently, having taken into consideration the fact that the contract was already terminated, by order dated 23.1.2006, the writ petition was dismissed, holding that the relief as prayed for cannot be granted. However, it was left open to the petitioner to question the order of termination, dated 27.1.2006, if he so desires. It is stated that thereafter the petitioner made representations dated 21.4.2006 and 27.5.2006, requesting the 1st respondent to settle the accounts. Instead of settling the accounts, the 1st respondent by letter dated 6.6.2006 informed the petitioner that pursuant to the order of termination dated 27.1.2006, the EMD which was kept with the department, had been forfeited to the Government Account.

Hence, this writ petition seeking a writ of certiorari to call for the records relating to the order of termination dated 27.1.2006, as well as the letter dated 6.6.2006, and to quash the same by declaring the same as arbitrary and illegal.

I have heard the learned counsel for the petitioner and perused the material on record.

At the outset, it is to be noted that the dispute raised by the petitioner arises out of a contract, which was terminated invoking Clause 60(a) to PS to AP Standard Specifications. Even assuming that the impugned action was in breach of terms and conditions agreed upon, the relief sought is nothing but enforcement of terms and conditions of a concluded contract, which cannot be granted by this Court in exercise of jurisdiction under Article 226 of the Constitution of India. As a matter of fact, even while dismissing W.P.No.24474 of 2005, the same was made clear. The present writ petition is, therefore, misconceived, and cannot be entertained.

The writ petition is accordingly dismissed. No costs.

_____

(G. ROHINI, J.)

27th July, 2006.
Kgr
Issue CC by tomorrow.

THE HON'BLE Ms. JUSTICE G. ROHINI

WRIT PETITION No.15497 OF 2006

27th July, 2006.

Between:

Sathi Harinarayana Reddy. .. Petitioner.

And

The Executive Engineer, R & B,
Amalapuram, East Godavari District and
three others. .. Respondents.